STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION



DIVISION SIX / DISTRICT TWO

CONTRACT PROPOSAL SMALL BUSINESS ENTERPRISE

WORK ORDER NUMBERS:	6.102611, 6.202611, 6.202621 & 6.102631
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ROUTES: <u>Varies</u>

COUNTIES: <u>Cumberland</u>

DESCRIPTION: Provide Fully Operated Equipment for Tractor A-Boom Mowing

according to the attached Special Provisions.

BID OPENING: May 16, 2012

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD OR SBE PROJECT. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

NAME OF BIDDER	N.C. CONTRACTOR'S LICENSE NUMBER
ADDRESS OF BIDDER	

RETURN BIDS TO: Mr. Tom Hay, Proposal Engineer

North Carolina Department of Transportation – Division Six

Post Office Box 1150

Fayetteville, North Carolina 28302

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INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

- 1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. "DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!"
- 2. All entries on the bid sheet, including signatures, shall be written in ink.
- **3.** The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
- **4.** An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet
- **5.** The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
- **6.** Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
- 7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number
 - Bids submitted by corporations shall bear the seal of the corporation
- 9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
- **10.** The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- 11. THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION PROPOSALS ENGINEER'S OFFICE AT 558 GILLESPIE STREET, FAYETTEVILLE, NORTH CAROLINA 28302 BY 10:00 AM ON WEDNESDAY, MAY 16, 2012.

NO FAXED BIDS WILL BE ACCEPTED.

12. The sealed bid must display the following statement on the front of the sealed envelope:

"SBE - Bid for Fully Operated Equipment for Tractor A-Boom Mowing – (026) – 5/16/2012"

13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

Mr. Tom Hay, Proposal Engineer
North Carolina Department of Transportation – Division Six
Post Office Box 1150
Fayetteville, North Carolina 28302

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (excluding 102-2 and 102-11) of the <u>Standard Specifications for Roads and Structures 2012</u>. The lowest responsible will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.

DIVISION CONTRACT General Provisions

GENERAL

This contract is to provide Fully Operated Equipment for Tractor A-Boom Mowing in Cumberland County. The contractor is not guaranteed a minimum quantity of work for each work request.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation Specifications for Roads and Structures 2012, the North Carolina Department of Transportation Roadway Standards Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD) or as directed by the Engineer.

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the <u>Standard Specifications</u>.

The contractor shall coordinate all work with the Department. A pre-construction conference shall be held prior to beginning work.

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division Six, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives. The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly. The Engineer for this project is Mr. Lee R. Hines, Jr. (Richie), PE.

COUNTY MAINTENANCE CONTACT

Upon award of the contract, the County Maintenance Department contact will be Mr. William (Bill) R. Hammond (Cumberland County Maintenance Engineer) and/or his assignee.

► Telephone: (910) 486-1421 ► Email: wrhammond@ncdot.gov

FLAGGERS

Furnish, relocate and maintain the flaggers, hats, vests, STOP/SLOW paddles and any other incidentals necessary to control traffic.

Refer to Roadway Standard Drawings No. 1150.01.

Provide the service of properly equipped and qualified flaggers (see *Roadway Standard Drawings* No. 1150.01) at locations and times for such period as necessary for the control and protection of vehicular and pedestrian traffic. Anyone who controls traffic is required to be qualified. Qualification consists of each flagger receiving proper training in the set-up and techniques of safely and competently performing a flagging operation. Qualification of flaggers is to be done by an NCDOT approved training agency or other approved training provider. For a complete listing of these, see the Work Zone Traffic Control's webpage. Prior to beginning work on the project, a Qualification Statement that all flaggers used on the project have been properly trained through an NCDOT approved training resource shall be provided to the Engineer.

Use flagging methods that comply with the guidelines in the MUTCD.

There shall be no direct payment for Flaggers as the use of Flaggers shall be considered incidental to the contractor's operations.

PROSECUTION AND PROGRESS

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the Standard Specifications.

The Contractor's operations are restricted to daylight hours. **No work may be performed on Sundays and/or Legal State holidays**. Work shall only be performed when weather and visibility conditions allow safe operations.

The Contractor shall temporarily remove his equipment from the travel way for emergency vehicles and school buses as directed by the Engineer.

CONTRACT TIME AND LIQUIDATED DAMAGES

(7-1-95)(Rev. 12-18-07) SP1G10

THE DATE OF AVAILABILTY FOR THIS PROJECT IS <u>THE DATE OF PURCHASE ORDER</u> ISSUANCE.

THE COMPLETION DATE FOR THIS PROJECT IS ONE YEAR FROM THE DATE OF PURCHASE ORDER ISSUANCE. THE FINAL INVOICE SHALL BE RECEIVED IN THE DISTRICT ENGINEER'S OFFICE WITHIN ONE (1) WEEK OF THE COMPLETION DATE.

No extensions will be authorized except as authorized by Article 108-10 of the <u>Standard</u> Specifications.

The Contractor may begin work prior to this date upon approval of the Engineer or his duly authorized representative. If such approval is given, and the Contractor begins work prior to the date of availability, the Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date. No work will be permitted and no purchase order will be issued until all required bonds and pre-requisite conditions and certifications have been satisfied.

Except where otherwise provided by the contract, observation periods required by the contract will not be a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. The acceptable completion of the observation periods that extend beyond the final completion date shall be a part of the work covered by the performance and payment bonds.

No work will be permitted under this contract until all required insurance certifications have been satisfied.

Liquidated damages for this contract are Fifty Dollars (\$50.00) per calendar day.

TEMPORARY SUSPENSION OF WORK

In accordance with Article 108-7 of the <u>Standard Specifications</u>, the Engineer will have the authority to suspend the work wholly or in part, any written order for such periods as he may deem necessary for any of the following reasons.

- 1. Conditions considered unfavorable for the suitable prosecution of the work, or
- 2. The Contractor's failure for correct conditions unsafe for workmen or the general public, or
- 3. The Contractor has not carried out orders given to him by the Engineer, or
- 4. The Contractor's failure to perform any provisions of the contract.

No extension of the completion date will be allowed for the above suspensions except as may be provided for in Article 108-10.

INTERMEDIATE CONTRACT TIME AND LIQUIDATED DAMAGES

(2-20-07) RG 14 B

The Contractor shall not narrow or close a lane of traffic on **ANY STATE MAINTAINED ROUTE** detain and /or alter the traffic flow on or during holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

- 1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
- 2. For **New Year's Day**, between the hours of **4:00 p.m.** December 31st and **8:30 a.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **8:30 a.m.** the following Tuesday.
- 3. For Martin Luther King, Jr. Day, between the hours of 4:00 p.m. Friday and 8:30 a.m. Tuesday.
- 4. For **Easter**, between the hours of **4:00 p.m.** Thursday and **8:30 a.m.** Monday.
- 5. For **Memorial Day**, between the hours of **4:00 p.m.** Friday and **8:30 a.m.** Tuesday.
- 6. For **Independence Day**, between the hours of **4:00 p.m.** the day before Independence Day and **8:30 a.m.** the day after Independence Day.
 - If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **4:00 p.m.** the Thursday before Independence Day and **8:30 a.m.** the Tuesday after Independence Day.
- 7. For **Labor Day**, between the hours of **4:00 p.m.** Friday and **8:30 a.m.** Tuesday.
- 8. For **Veteran's Day**, between the hours of **4:00 p.m.** Friday and **8:30 a.m.** Tuesday.
- 9. For **Thanksgiving Day**, between the hours of **4:00 p.m.** Tuesday and **8:30 a.m.** Monday.
- 10. For **Christmas**, between the hours of **4:00 p.m.** the Friday before the week of Christmas Day and **8:30 a.m.** the following Tuesday after the week of Christmas Day.

Holidays and holiday weekends shall include New Year's, Martin Luther King Jr. Day, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that lane closures are not required during these periods, unless otherwise directed by the Engineer.

The time of availability for this intermediate contract work shall be the time the Contractor begins to install all traffic control devices for lane closures according to the time restrictions listed herein.

The completion time for this intermediate contract work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated herein and place traffic in an **existing traffic** pattern.

The liquidated damages for lane closures are Five Hundred Dollars (\$ 500.00) per hour.

SAFETY AND ACCIDENT PROTECTION

In accordance with Article 107-22 of the <u>Standard Specifications</u>, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

POSTED WEIGHT LIMITS

The Contractor's attention is directed to the fact that many primary and secondary roads and bridges are posted with weight limits less than the legal limit. The Contractor will not be allowed to exceed the posted weight limits in transporting materials or equipment to the project. The Contractor should make a thorough examination of all maps and haul routes on this project.

NON-EXCLUSIVE CONTRACT

The Contractor agrees and understands by signature on this contract that this agreement does not constitute an exclusive contract. The Department of Transportation reserves the right to employ as many Contractors as necessary to effectively and efficiently fulfill the need for fully operated rental equipment.

SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of the Engineer. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the Standard Specifications.

COORDINATION WITH OTHERS

The Contractor shall coordinate with the school personnel for possible conflicts and/or delays with school activities if the project is located within five miles of the school. All work shall be scheduled to minimize interference with all school traffic.

SAFETY VESTS

All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel shall wear a reflective vest or outer garment conforming to the requirements of MUTCD at all times while on the project.

CONFORMITY WITH THE CONTRACT

The presence of the engineer or an inspector at the work site shall in no way lessen the contractor's responsibility for conformity with the provisions of this contract. Should the engineer or inspector fail to point out work that does not conform with the plans and specifications, whether from lack of discovery or for any other reason, it shall in no way prevent later rejection or correction to the unsatisfactory work when discovered. The contractor shall have no claim for losses suffered due to any necessary removals or repairs resulting from unsatisfactory work.

UTILITY CONFLICTS

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

The contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

SUBSURFACE INFORMATION

(7-1-95) 450 SP1 G112 A

There is no subsurface information available on this project. The Contractor shall make his own investigation of subsurface conditions.

MATERIAL AND EQUIPMENT STORAGE AND PARKING

When work is not in progress, keep all personnel, equipment, machinery, tools, construction debris and supplies at least 40 ft (12.2 m) away from active travel lanes. When vehicles, equipment, and materials are protected by concrete barrier or guardrail they should be offset a minimum of 5 ft (1.5 m) from the barrier or guardrail put along rear side.

RESPONSIBILITY FOR DAMAGE CLAIMS

In accordance with Article 107-15 of the <u>Standard Specifications</u>, the Contractor shall indemnify and save harmless the Department of Transportation and its officers, agents and employees from all suits, actions, or claims of any character brought for any injury or damages received or sustained by any person, persons or property by reason of any act of the Contractor, subcontractor, its agents or employees, in the performance of the contract. The Contractor further agrees to indemnify and save harmless the Department of Transportation and its officers, agents, and employees from any claims or amounts recovered by any of the Contractor's employees under the Worker's Compensation Act.

Pursuant to N.C.G.S. 97-19, all Contractors of the Department of Transportation are, prior to beginning services, required to show proof of coverage issued by a Worker's Compensation Insurance Carrier, or a Certificate of Compliance issued by the Department of Insurance for self-insured Subcontractors stating that it has complied with N.C.G.S. 97-93 irrespective of whether Subcontractors have regularly in service fewer than three employees in the same business within the State of North Carolina, and Subcontractors shall be hereinafter liable under the Worker's Compensation Act for payment of compensation and other benefits to its employees for any injury or death due to an accident arising out of, and in the course of performance of the work by, the Subcontractor.

VENDOR NUMBERS

ATTENTION CONTRACTORS:

Effective immediately, NCDOT will begin tracking the work of <u>all</u> subcontractors including DBE/MB/WB subcontractors. When the bids are prepared, <u>all</u> subcontractors, their vendor number and other information must be shown on the "Listing of Subcontractors" sheet found in the bid package. Most subcontractors have already been assigned a vendor number by the Raleigh office. If the subcontractor does not have an NCDOT vendor number, he/she must complete a W-9 form and may submit it to:

North Carolina Department of Transportation, Division 6 – District 2, Post Office Box 1150, Fayetteville, NC 28302.

Each time an invoice for payment is submitted to NCDOT, the prime contractor is required to submit a list of all subcontractors along with their vendor numbers that received payment the previous month from the prime contractor on the project. Also shown shall be the items of work they did and the amount paid to them the previous month and whether they were DBE/MB/WB. This list must be submitted along with the invoice in order for payment to be processed into the NCDOT accounting system. THE INVOICE CAN NOT BE PROCESSED NOR PAYMENT BE MADE UNTIL THIS INFORMATION IS SUBMITTED.

BANKRUPTCY

The Department of Transportation, at its option, may terminate the contract upon filing by the Contractor of any petition for protection under the provisions of the Federal Bankruptcy Act.

SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hours notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

LIABILITY INSURANCE

(11-18-08) SP1G80

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

CONTRACT PAYMENT AND PERFORMANCE BOND

A performance bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the faithful performance of the contract in accordance with specifications and conditions of the contract is required for Construction contracts of \$500,000 or more. Such bond shall be solely for the protection of the North Carolina Department of Transportation and the State of North Carolina.

A payment bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the prompt payment for all labor or materials for which the Contractor, or his subcontractors, is liable is required for Construction contracts greater than \$500,000. The payment bond shall be solely for the protection of persons or firms furnishing materials or performing labor for this contract for which the Contractor is liable.

The successful bidder, within fourteen (14) days after notice of award, shall provide the Department with a contract payment bond and a contract performance bond each in an amount equal to 100 percent of the amount of the contract.

Bonds will be waived for this project.

RETAINAGE AND PROMPT PAYMENT

<u>Prompt Payment of Monies Due to Subcontractors, Second Tier Subcontractors and Material Suppliers and Release of Retainage</u>

Contractors at all levels; prime, subcontractor, or second tier contractor, shall within seven calendar days of receipt of monies, resulting from work performed on the project or services rendered, pay subcontractors, second tier subcontractors, or material suppliers, as appropriate. This seven-day period begins upon knowledgeable receipt by the contracting firm obligated to make a subsequent periodic or final payment. These prompt payment requirements will be met if each firm mails the payment to the next level firm by evidence of postmark within the seven-day period.

This provision for prompt payment shall be incorporated into each subcontract or second tier subcontract issued for work performed on the project or for services provided.

The Contractor may withhold up to 3% retainage if any subcontractor does not obtain a payment and performance bond for their portion of the work. If any retainage is held on subcontractors, all retainage shall be released within seven calendar days of satisfactory completion of all work. For the purpose of release of retainage, satisfactory completion is defined as completion of all physical elements and corresponding documentation as defined in the contract, as well as agreement between the parties as to the final quantities for all work performed in the subcontract. The Department will provide internal controls to expedite the determination and processing of the final quantities for the satisfactorily completed subcontract portions of the project.

Failure of any entity to make prompt payment as defined herein may result in (1) withholding of money due to that entity in the next partial payment until such assurances are made satisfactory to this provision; or (2) removal of an approved contractor from the prequalified bidders list or the removal of other entities from the approved subcontractors list.

The Contractor shall submit a completed DBE-1S form with every invoice.

PARTIAL PAYMENT

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. Compensation for all pay items shall be in accordance with the <u>Standard Specifications</u>. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period. All requests for payment shall be made on the form furnished to the Contractor by the Department of Transportation. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor. Minority Business (MB) and Women's Business (WB) participation shall be listed in the appropriate spaces on all requests for payment. If there is no participation the word "None" or the figure "0" shall be entered. An amount equal to five percent (5%) of the total amount due on the partial pay estimate will be deducted and retained until after the final inspection. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection.

The Contractor shall submit a completed DBE-1S form with every invoice. Invoices shall not be processed until the completed DBE-IS form has been received by the District Engineer or his/her representative.

CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure of the Contractor to submit the claim(s) within thirty days shall be a bar to recovery.

INVOICES FOR PAYMENT

The Contractor shall submit an invoice to the District Engineer for approval for payment. For any discrepancies noted on the invoice, the Contractor will be notified to submit a corrected copy before payment can be made (No errors or strike-thrus are permitted).

Scheduled estimate times will be determined by the County Maintenance Engineer during the preconstruction conference. No invoices shall be accepted for payment at any time other than those scheduled, unless directed by the Engineer. All invoices received shall be verified with project inspector provided information prior to processing. For final invoice payment, a separate invoice will be submitted for any retainage due.

THE FINAL INVOICE SHALL BE RECEIVED IN THE DISTRICT ENGINEER'S OFFICE WITHIN ONE (1) WEEK OF THE COMPLETION DATE.

Invoices shall be submitted to:

Mr. Lee R. Hines, Jr. (Richie), PE Division Six / District Two NCDOT – Division of Highways PO Box 1150 Fayetteville, NC 28306

OUTSOURCING OUTSIDE THE USA

(9-21-04) (5-16-06) SP1G150

All work on consultant contracts, services contracts, and construction contracts shall be performed in the United States of America. No work shall be outsourced outside of the United States of America.

Outsourcing for the purpose of this provision is defined as the practice of subcontracting labor, work, services, staffing, or personnel to entities located outside of the United States.

The North Carolina Secretary of Transportation shall approve exceptions to this provision in writing.

MAINTENANCE OF THE PROJECT

The Contractor shall maintain the project from the date of availability or the date of beginning work, whichever occurs first, until the project is finally accepted. On resurfacing projects the Contractor shall maintain each part of the project, as defined by map numbers, from the date of beginning work on that part until such part is finally accepted. This maintenance shall be continuous and effective and shall be prosecuted with adequate equipment and forces to the end that all work covered by the contract is kept in satisfactory and acceptable condition at all times.

The Contractor shall maintain all existing drainage facilities, except where the work consists of resurfacing only, such that they are in the same condition upon acceptance of the project as they were when the project was made available to the Contractor.

In the event that the Contractor's work is suspended for any reason, the Contractor shall maintain the work covered by the contract, as provided herein.

When a portion of the project is accepted as provided in Article 105-17, immediately after such acceptance the Contractor will not be required to maintain the accepted portions. Should latent defects be discovered or become evident in an accepted portion of the project, such defective work shall be repaired or replaced at no cost to the Department.

Where an observation period is required that extends beyond the final acceptance date, the Contractor shall perform any work required by the observation period until satisfactory completion of the observation period. The Contractor will not be directly compensated for any maintenance operations necessary, as this work will be incidental to the work covered by the various contract items.

MAINTENANCE OF THE PROJECT

(11-20-07) (Rev. 1-17-12) 104-10 SP1 G125

Revise the 2012 Standard Specifications as follows:

Page 1-35, Article 104-10 Maintenance of the Project, line 25, add the following after the first sentence of the first paragraph:

All guardrail/guiderail within the project limits shall be included in this maintenance.

Page 1-35, Article 104-10 Maintenance of the Project, line 30, add the following as the last sentence of the first paragraph:

The Contractor shall perform weekly inspections of guardrail and guiderail and shall report damages to the Engineer on the same day of the weekly inspection. Where damaged guardrail or guiderail is repaired or replaced as a result of maintaining the project in accordance with this article, such repair or replacement shall be performed within 7 consecutive calendar days of such inspection report.

Page 1-35, Article 104-10 Maintenance of the Project, lines 42-44, replace the last sentence of the last paragraph with the following:

The Contractor will not be directly compensated for any maintenance operations necessary, except for maintenance of guardrail/guiderail, as this work will be considered incidental to the work covered by the various contract items. The provisions of Article 104-7, Extra Work, and Article 104-8, Compensation and Record Keeping will apply to authorized maintenance of guardrail/guiderail. Performance of weekly inspections of guardrail/guiderail, and the damage reports required as described above, will be considered to be an incidental part of the work being paid for by the various contract items.

MATERIALS AND TESTING

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the <u>Standard Specifications</u> and the Department's "Materials and Test Manual." However the Engineer may reduce the frequency of sampling and testing where he deems it appropriate for the project.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the <u>Standard Specifications</u>. Material, which is not properly certified, will not be accepted.

INSPECTION

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

ENGINEERING CONTROL

Engineering control and inspection will be by the North Carolina Department of Transportation. The Contractor will cut test samples as directed by the Engineer. The North Carolina Department of Transportation will set all necessary grades for pipe, ditches, or masonry drainage structures. All other field engineering will be the responsibility of the Contractor and considered as incidental to the project bid.

DEBARMENT STATEMENT

The Contractor certifies and understands that by his/her signature on the Bid Form that he/she and the contracting firm he/she represents has not been banned, debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

GIFTS FROM VENDORS AND CONTRACTORS

(12-15-09) SP1 G152

By Executive Order 24, issued by Governor Perdue, and *N.C. G.S.§ 133-32*, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. § 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the North Carolina Department of Transportation, its officers and employees from any claim, demand, suit, liability, judgement and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the Contractor, its agents, employees, and subcontractors or any one for whom the Contractor may be responsible. The obligations, indemnities and liabilities assumed by the Contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The Contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor shall indemnify and hold harmless the Department of Transportation from any claim, demand, suit, liability, judgement, and expense involving damage or loss to the Contractor's equipment (including vandalism, theft, fire, and acts of God) arising out of or relating to work performed under this agreement. The obligations, indemnities and liabilities assumed by the Contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The Contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor further agrees to indemnify the Department of Transportation for any damages to the roadway, highway signs, highway equipment and other property owned or in possession of the Department of Transportation, brought about by reason of the negligent operation of the equipment. The Contractor further agrees to indemnify and save harmless the Department of Transportation, its officers and employees from any claims or amounts recovered by any of the Contractor's employees under the Workmen's Compensation Act.

CONTACTOR CLAIM SUBMITTAL FORM

(9-16-08) SP1G14

If the Contractor elects to file a written claim or requests an extension of contract time, it shall be submitted on the *Contractor Claim Submittal Form (CCSF)* available through the Construction Unit or http://ncdot.org/doh/operations/dp chief eng/constructionunit/formsmanuals/.

DEFAULT OF CONTRACT

The Department of Transportation shall have the right to declare default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the <u>Standard</u> Specifications.

EMPLOYMENT

(11-15-11) (Rev. 1-17-12) 108, 102 SP1 G184

Revise the 2012 Standard Specifications as follows:

Page 1-20, Subarticle 102-15(O), delete and replace with the following:

(O) Failure to restrict a former Department employee as prohibited by Article 108-5.

Page 1-65, Article 108-5 Character of Workmen, Methods, and Equipment, line 32, delete all of line 32, the first sentence of the second paragraph and the first word of the second sentence of the second paragraph.

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08) Z-2

General Statute 143C-6-11. (h) Highway Appropriation is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available. The State reserves the right to terminate or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13(E), of the *North Carolina Department of Transportation* Standard Specifications for Roads and Structures, dated July 1, 2012.

SCHEDULE OF ESTIMATED COMPLETION PROGRESS

(7-15-08) (Rev. 6-19-12)

108-2

SP1 G5

The Contractor's attention is directed to the Standard Special Provision entitled *Availability of Funds Termination of Contracts* included elsewhere in this proposal. The Department of Transportation's schedule of estimated completion progress for this project as required by that Standard Special Provision is as follows:

	Fiscal Year	Progress (% of Dollar Value)
2013	(7/01/12 - 6/30/13)	[number]% of Total Amount Bid
2014	(7/01/13 - 6/30/14)	[number]% of Total Amount Bid
2015	(7/01/14 - 6/30/15)	[number]% of Total Amount Bid
2016	(7/01/16 - 6/30/17)	[number]% of Total Amount Bid
2017	(7/01/17 - 6/30/18)	[number]% of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the 2012 Standard Specifications. Any acceleration of the progress as shown by the Contractor's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

TWELVE MONTH GUARANTEE

(7-15-03) 108 SP1 G145

- (A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Department, and/or for use in excess of the design.
- (B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Department's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. NCDOT would be afforded the same warranty as provided by the Manufacturer.

This guarantee provision shall be invoked only for major components of work in which the Contractor would be wholly responsible for under the terms of the contract. Examples would include pavement structures, bridge components, and sign structures. This provision will not be used as a mechanism to force the Contractor to return to the project to make repairs or perform additional work that the Department would normally compensate the Contractor for. In addition, routine maintenance activities (i.e. mowing grass, debris removal, ruts in earth shoulders,) are not parts of this guarantee.

Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project.

To ensure uniform application statewide the Division Engineer will forward details regarding the circumstances surrounding any proposed guarantee repairs to the Chief Engineer for review and approval prior to the work being performed.

DIVISION CONTRACTProject Special Provisions

SMALL BUSINESS ENTERPRISE PROGRAM

To be eligible to bid on a project advertised under the Small Business Enterprise (SBE) Program, a business must have an annual gross income of \$1,500,000 or less, excluding materials. Bidders must be certified as an SBE contractor prior to bidding on an SBE project. Certification requirements may be found at: http://www.ncdot.org/business/ocs/sbe/ SBE contracts are limited to \$500,000.

THE CONTRACTOR SHALL HAVE FOURTEEN (14) DAYS TO BEGIN WORK AFTER NOTIFICATION

NOTIFICATION OF OPERATIONS

The Contractor shall notify the Engineer <u>one week</u> in advance of beginning work on this project. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection or acceptance testing required.

INTERPRETATION OF QUANTITIES IN PROPOSAL FORM

The quantities appearing in the proposal form are approximate only and are to be used for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of the various items that are completed and accepted in accordance with the terms of the contract.

The department will notify the winning bidder when work is available.

COOPERATION WITH STATE FORCES AND OTHER CONTRACTORS

The Contractor must cooperate with State forces and other Contractors working within the limits of this project as directed by the Engineer.

PRESERVATION OF PROPERTY

The Contractor shall exercise care to avoid damage to all public and private property and facilities. Any damage to properties, such as, but not limited to, mailboxes, fences, gates, vehicles, driveways, etc. shall immediately be restored to the previously existing condition by the contractor. No payment will be made to the Contractor for such restorative work.

DRIVEWAYS AND PRIVATE PROPERTY

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project. The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract. Any driveway paved by a Contractor which ties into a NCDOT system road being paved by the Contractor must be paved either prior to the road paving project or after its completion. Any driveway cut or damaged by the contractor shall be repaired.

Driveway construction will include the removal, disposal and regrading of the driveways for a distance necessary as directed by the Engineer. Concrete or asphalt driveway removal will require a saw cut

There shall be no direct payment for driveway construction.

TRAFFIC SIGNS & MAILBOXES

Permanent traffic signs and mailboxes that interfere with the road construction operations are to be removed during the course of a day's work, and be reinstalled at the conclusion of each work day.

The Contractor shall mark the proper location of the signs and mailboxes by placing an offset stake behind the ditch line to ensure proper replacement.

LITTERING ON PROJECT

The discarding of trash other than in acceptable trash containers will be considered littering and will not be tolerated on NC DOT projects. Violators will be subject to penalty under State laws.

WASTE MATERIAL DISPOSAL

All construction waste material shall be removed from the project site prior to 100% project completion. All waste disposals shall be in accordance with federal, state and local regulations regarding the disposal of waste material(s). All permit and fees for any such disposal shall be the responsibility of the Contractor, and NCDOT shall not be held liable for any such disposal of material(s).

QUANTITY ADJUSTMENTS

The Department reserves the right to make adjustments to the quantities listed in this proposal. Actual quantities used will be based on need. No minimum quantity is guaranteed for any item.

WBS ELEMENTS

When invoicing, refer to the bullets below for appropriate designations:

- 6.102611 (Cumberland County Primary Route)
- 6.202611 (Cumberland County Secondary Routes)
- 6.202621 (Cumberland County Unpaved Secondary Routes)
- 6.102631 (Cumberland County Interstate Routes)

SCOPE OF WORK

The Contractor shall furnish to the Department of Transportation the fully operated equipment described in this contract as needed to perform Fully Operated Equipment for Tractor A-Boom Mowing services at such time, and at such locations as directed by the Engineer. The quantities on the bid form are only an estimate to be used for bid purposes only. The Contractor will use two (2) mowers working in tandem on each site. It is also required that a shadow vehicle be utilized at all times.

The Contractor shall furnish equipment in good operating condition and operated by properly trained and qualified personnel as further specified within this contract proposal. The personnel operating the equipment shall be employees of the Contractor or approved Subcontractor and the Contractor shall be responsible for all operators during the performance of the contract. The personnel shall be subject to the directions of the Department of Transportation. The Department of Transportation may refuse delivery or may reject any equipment found to be defective and/or inadequately operated.

TRAFFIC CONTROL AND WORK ZONE SAFETY

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, Division 11 of the North Carolina Department of Transportation Standard Specifications for Roads and Structures 2012, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

Traffic movements through lane closures on roads with two way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles.

All personnel when working in traffic areas, areas in close proximity to traffic and/or within NCDOT rights of way shall wear an approved safety vest (ANSI - Class II), or shirt or jacket which meets the color requirements of the <u>Manual of Uniform Traffic Control Devices</u> (MUTCD).

The work zone sign shall be a portable sign and stand specifically designed for one another, and should be a minimum of one (1) feet above the travelway or as required by the Standard Drawings or MUTCDs (refer to NCDOT 2012 Roadway Standard Drawing 1110.02). Signs shall be composite, aluminum, or retro-reflective roll-up (Non-reflective Mesh Signs will not be accepted). It should be mounted three (3) feet minimum from travel lane on the right shoulder or in the median in advance of slope mowing operations and should be relocated regularly to maintain a work zone of two (2) mile maximum length or as directed by the Engineer.

"Deadheading" of equipment shall not be permitted.

The shadow vehicle shall be equipped with Truck Mounted Advance Warning Signs (CAUTION - MOWERS AHEAD). Signs on the vehicles should be mounted a minimum of one (1) foot from the ground and should not block the motorist's sight of the light bar. Use a light bar or rotating beacon on the Advance Warning Vehicle. The Contactor may elect to use a Moving Changeable Message Signs (CMS) during the mowing operations.

Use a light bar on top of cab and two outside blinking amber lights visible from both directions on all mowers. Use a "CAUTION MOWER" sign on each mower.

When traveling from one side of a bridge to another, the Mower must wait for a break in traffic and move out into the travelway to get to the other side.

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in subarticle 108-7(2) of the Standard Specifications.

Work Zone Traffic Control shall include furnishing, installing, maintaining, relocating and finally removing any and all signs, barricades, drums, cones, flashing arrow boards, truck mounted impact attenuators and all other traffic control devices required to safely perform the work and protect the public.

There shall be no direct payment for Work Zone Traffic Control as this item shall be considered incidental to the Tractor A-Boom Mowing services.

MOBILIZATION

This work consists of preparatory work and operations, including but not limited to the movement of personnel, equipment, supplies, and incidentals to the project site, for the establishment of offices, buildings, and other facilities necessary for work on the project; the removal and disbandment of those personnel, equipment, supplies, incidentals, or other facilities that were established for the prosecution of work on the project; and for all other work and operations which must be performed for costs incurred prior to beginning work on the various items on the project site.

The County Maintenance Engineer or his duly authorized representatives will notify the Contractor when Fully Operated Equipment for Tractor A-Boom Mowing services becomes necessary. The Contractor shall begin work on the A-Boom Mowing services in a timely manner when notified by the Department that services are needed. In all cases the Contractor must begin work on the requested A-Boom Mowing services within fourteen (14) calendar days or be subject to liquidated damages as noted below.

In the event that the Contractor fails to respond to a request for Fully Operated Equipment for Tractor A-Boom Mowing services within fourteen (14) calendar days from the date of notification, liquidated damages in the amount of Fifty Dollars (\$50.00) per calendar day will be assessed against the Contractor for each calendar day beyond the fourteen (14) days allowed which he fails to respond.

No work will be permitted under this contract until all required insurance certifications have been satisfied.

Liquidated damages for this contract are Fifty Dollars (\$50.00) per calendar day.

There shall be no direct payment for Mobilization for Fully Operated Equipment for Tractor A-Boom Mowing services. Mobilization shall be considered incidental to the Fully Operated Equipment for Tractor A-Boom Mowing services.

EQUIPMENT

The Contractor shall furnish all equipment in good operating condition and operated by properly trained and qualified personnel. The Contractor shall be responsible for all costs or charges incurred in the operation and maintenance of the equipment during the performance of this contract. Upon request, the contractor shall provide any and all state and federal certifications for equipment safety.

Payment for equipment and labor required to perform bid items is included in the bid item price provided by the contractor. Mobilization of labor and equipment shall be included in the bid item price provided by the contractor.

The Contractor shall provide the following types of equipment:

All tractor (A)-boom mowers provided under this agreement shall be hydraulic powered, and shall reach a minimum of seventeen feet (17') from the center of the steering wheel. Mower hydraulics shall be controlled from within the driver/passenger compartment. The tractor shall have sufficient horsepower to operate the mower per mower manufacturer recommendations. The Department will not be responsible for damage to the Contractors equipment. The Contractors operations for tractor (A)-boom mowing shall be considered one unit hour to include, but not limited to, two tractor (A)-boom mowers working in tandem with a shadow vehicle. Basis of payment shall be for Tractor (A)-boom mowing per Hour.

All tractors provided by the Contractor shall be equipped with warning lights visible from 360 degrees, similar to those used by the Department. All equipment shall also be equipped with reverse gear warning devices.

The Contractor shall be responsible for all costs or charges incurred in the operation and maintenance of the equipment during the term of the contract including, but not limited to; fuel, oil, equipment repairs, etc. The Contractor will be compensated for equipment operation and incidentals at the equipment operating rate defined elsewhere in this contract.

The Contractor shall be responsible for the equipment provided in this contract at all times and at all locations during the term of the contract. The Contractor shall have no claim against the Department of Transportation for any expense involving damage or loss to the Contractors equipment (including vandalism, theft, fire and acts of God, etc.) arising out of, or related to, work performed under this agreement.

EQUIPMENT OPERATING RATE

Compensation for all work performed under this contract shall be paid per hour worked for two (2) tractors and a shadow vehicle. Contractor will be compensated for mowing hours only.

Compensation will not be paid for operators, mobilization, demobilization, or downtime for service and/or repairs.

A standard pay-record book will be maintained by DOT personnel for all hours worked by the Contractor. The Contractor and DOT personnel will be required to initial each and every entry daily. The Contractors duly authorized supervisor may sign on behalf of all operators and the Contractor.

Basis of Payment:

Tractor A-boom moving (two tractors with a shadow vehicle), per hour.

Standard Special Provisions

NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

Seed shall be sampled and tested by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory. When said samples are collected, the vendor shall supply an independent laboratory report for each lot to be tested. Results from seed so sampled shall be final. Seed not meeting the specifications shall be rejected by the Department of Transportation and shall not be delivered to North Carolina Department of Transportation warehouses. If seed has been delivered it shall be available for pickup and replacement at the supplier's expense.

Any re-labeling required by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory, that would cause the label to reflect as otherwise specified herein shall be rejected by the North Carolina Department of Transportation.

Seed shall be free from seeds of the noxious weeds Johnsongrass, Balloonvine, Jimsonweed, Witchweed, Itchgrass, Serrated Tussock, Showy Crotalaria, Smooth Crotalaria, Sicklepod, Sandbur, Wild Onion, and Wild Garlic. Seed shall not be labeled with the above weed species on the seed analysis label. Tolerances as applied by the Association of Official Seed Analysts will NOT be allowed for the above noxious weeds except for Wild Onion and Wild Garlic.

Tolerances established by the Association of Official Seed Analysts will generally be recognized. However, for the purpose of figuring pure live seed, the <u>found</u> pure seed and <u>found</u> germination percentages as reported by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory will be used. Allowances, as established by the NCDOT, will be recognized for minimum pure live seed as listed on the following pages.

The specifications for restricted noxious weed seed refers to the number per pound as follows:

Restricted Noxious Weed	Limitations per Lb. Of Seed	Restricted Noxious Weed	Limitations per Lb. of Seed
Blessed Thistle	4 seeds	Cornflower (Ragged Robin)	27 seeds
Cocklebur			27 seeds
Spurred Anoda	Spurred Anoda 4 seeds Bracted Plantain		54 seeds
Velvetleaf	4 seeds	Buckhorn Plantain	54 seeds
Morning-glory	8 seeds Broadleaf Dock		54 seeds
Corn Cockle	Corn Cockle 10 seeds Curly Dock		54 seeds
Wild Radish	12 seeds	Dodder	54 seeds
Purple Nutsedge	27 seeds	Giant Foxtail	54 seeds
Yellow Nutsedge	27 seeds	Horsenettle	54 seeds
Canada Thistle 27 seeds		Quackgrass	54 seeds
Field Bindweed	27 seeds	Wild Mustard	54 seeds
Hedge Bindweed	27 seeds		

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass, Centipede and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a maximum of 2% inert matter will be allowed on all other kinds of seed. In addition, all seed shall not contain more than 2% other crop seed nor more than 1% total weed seed. The germination rate as tested by the North Carolina Department of Agriculture shall not fall below 70%, which includes both dormant and hard seed. Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

Exceptions may be made for minimum pure live seed allowances when cases of seed variety shortages are verified. Pure live seed percentages will be applied in a verified shortage situation. Those purchase orders of deficient seed lots will be credited with the percentage that the seed is deficient.

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

Minimum 85% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 83% pure live seed will not be approved.

Sericea Lespedeza Oats (seeds)

Minimum 80% pure live seed; maximum 1% total weed seed; maximum 2% total other crop; maximum 144 restricted noxious weed seed per pound. Seed less than 78% pure live seed will not be approved.

Tall Fescue (all approved varieties)
Kobe Lespedeza
Korean Lespedeza
Weeping Lovegrass
Carpetgrass

Bermudagrass Browntop Millet German Millet – Strain R Clover – Red/White/Crimson

Minimum 78% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 76% pure live seed will not be approved.

Common or Sweet Sundangrass

Minimum 76% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 74% pure live seed will not be approved.

Rye (grain; all varieties)
Kentucky Bluegrass (all approved varieties)
Hard Fescue (all approved varieties)
Shrub (bicolor) Lespedeza

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 noxious weed seed per pound. Seed less than 70% pure live seed will not be approved.

Centipedegrass Crownvetch Pensacola Bahiagrass Creeping Red Fescue Japanese Millet Reed Canary Grass Zovsia

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 5% inert matter; maximum 144 restricted noxious weed seed per pound.

Barnyard Grass Sweet Clover Big Bluestem Little Bluestem Bristly Locust Birdsfoot Trefoil Indiangrass Orchardgrass Switchgrass Yellow Blossom Sweet Clover

ERRATA

(1-17-12) (Rev. 5-15-12) Z-4

Revise the 2012 Standard Specifications as follows:

Division 2

Page 2-7, line 31, Article 215-2 Construction Methods, replace "Article 107-26" with "Article 107-25".

Page 2-17, Article 226-3, Measurement and Payment, line 2, delete "pipe culverts,".

Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows: Line 1, replace "(4) Buffer Zone" with "(c) Buffer Zone"; Line 12, replace "(5) Evaluation for Potential Wetlands and Endangered Species" with "(d) Evaluation for Potential Wetlands and Endangered Species"; and Line 33, replace "(6) Approval" with "(4) Approval".

Division 4

Page 4-77, line 27, Subarticle 452-3(C) Concrete Coping, replace "sheet pile" with "reinforcement".

Division 6

Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments, replace "30" with "45".

Page 6-10, line 42, Subarticle 609-6(C)(2), replace "Subarticle 609-6(E)" with "Subarticle 609-6(D)".

Page 6-11, Table 609-1 Control Limits, replace "Max. Spec. Limit" for the Target Source of $P_{0.075}/P_{be}$ Ratio with "1.0".

Page 6-40, Article 650-2 Materials, replace "Subarticle 1012-1(F)" with "Subarticle 1012-1(E)"

Division 10

Page 10-74, Table 1056-1 Geotextile Requirements, replace "50%" for the UV Stability (Retained Strength) of Type 5 geotextiles with "70%".

Division 12

Page 12-8, Table 1205-4 and 1205-5, replace "THERMOPLASTIC" in the title of these tables with "POLYUREA".

Division 15

Page 15-6, Subarticle 1510-3(B), after line 21, replace the allowable leakage formula with the following: $W = LD\sqrt{P} + 148,000$

Page 15-6, Subarticle 1510-3(B), line 32, delete "may be performed concurrently or" and replace with "shall be performed".

Page 15-17, Subarticle 1540-3(E), line 27, delete "Type 1".

Division 17

Page 17-26, line 42, Subarticle 1731-3(D) Termination and Splicing within Interconnect Center, delete this subarticle.

Revise the 2012 Roadway Standard Drawings as follows:

1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation, replace "1633.01" with "1631.01".

PLANT AND PEST QUARANTINES

(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)

(3-18-03) Z-04a

Within quarantined area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a quarantined county

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or http://www.ncagr.com/plantind/ to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

- Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
- 2. Plants with roots including grass sod.
- 3. Plant crowns and roots.
- 4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
- 5. Hay, straw, fodder, and plant litter of any kind.
- 6. Clearing and grubbing debris.
- 7. Used agricultural cultivating and harvesting equipment.
- 8. Used earth-moving equipment.
- 9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

MINIMUM WAGES

(7-21-09)Z-5

FEDERAL: The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

STATE:

The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees, wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, Federal or State. It is the responsibility of the Contractor to keep fully informed of all Federal and State Laws affecting his contract.

AWARD LIMITS ON MULTIPLE PROJECTS

(Project Number)	(County)
(Project Number)	(County)
(Project Number)	(County)
(Project Number)	(County)
a Proposer desires to limit the total amonth in the space provided above in the	ount of work awarded to him in this letting, he shall so
•	are) the successful bidder on indicated projects, the taled award limits, the Board of Transportation will aw

^{**}Only those persons authorized to sign bids under the provisions of Article 102-8, Item 7, shall be authorized to sign this form.

CORPORATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full nam	ne of Corporation
	·
Address	s as prequalified
Attest	Ву
Secretary/Assistant Secretary Select appropriate title	President/Vice President/Assistant Vice President Select appropriate title
Print or type Signer's name	Print or type Signer's name
	CORPORATE SEAL
AFFIDAVIT MU	UST BE NOTARIZED
Subscribed and sworn to before me this the	NOTARY SEAL
day of, 20	
Signature of Notary Public OfCounty	
State of	
My Commission Expires	

PARTNERSHIP

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S.* § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Nam	ne of Partners	ship	
Address	as Prequalif	ied	
	Ву		
Signature of Witness	_ ,	Signature of Partner	
Print or type Signer's name		Print or type Signer's name	
AFFIDAVIT MU	JST BE N	OTARIZED	
Subscribed and sworn to before me this the			
day of 20		NOTARY SEAL	
Signature of Notary Public			
ofCounty			
State of			
My Commission Expires:			

LIMITED LIABILITY COMPANY

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S.* § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Individually
Print or type Signer's Name
TARY SEAL

My Commission Expires:____

JOINT VENTURE (2) or (3)

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Instructions: 2 Joint Venturers Fill in lines (1), (2) and (3) and execute. 3 Joint Venturers Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1)				
(2)		Name of Joint Venture		
(2)		Name of Contractor		
		Address as prequalified	t	
•	Signature of Witness or Attest	Ву		Signature of Contractor
•	Print or type Signer's name			Print or type Signer's name
	If Corporation, affix Corporate Seal	and		
(3)				
		Name of Contractor		
•		Address as prequalified	t	
	Signature of Witness or Attest	Ву		Signature of Contractor
	Print or type Signer's name			Print or type Signer's name
	If Corporation, affix Corporate Seal	and		
(4)				
		Name of Contractor (for 3 Joint Ve	enture only)	
•		Address as prequalified	d	
	Signature of Witness or Attest	Ву		Signature of Contractor
•	Print or type Signer's name			Print or type Signer's name
	If Corporation, affix Corporate Seal			
ARY SEAL		NOTARY SEAL		NOTARY
	pe notarized for Line (2)	Affidavit must be notarized for Line	' '	Affidavit must be notarized for Line (4)
	d sworn to before me this 20	Subscribed and sworn to before mday of		Subscribed and sworn to before me thisday of 20
	otary Public	Signature of Notary Public		Signature of Notary Public
	County	of	County	ofCou
	- Everyon	State of		State of
mmissior	n Expires:	My Commission Expires:		My Commission Expires:

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S.* § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR Name of Contractor Individual name Trading and doing business as Full name of Firm Address as Prequalified Signature of Witness Signature of Contractor, Individually Print or type Signer's name Print or type Signer's name AFFIDAVIT MUST BE NOTARIZED Subscribed and sworn to before me this the **NOTARY SEAL** day of 20. Signature of Notary Public of County

State of _____

My Commission Expires:

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR Name of Contractor Print or type Individual name Address as Prequalified Signature of Contractor, Individually Print or type Signer's Name Signature of Witness Print or type Signer's name AFFIDAVIT MUST BE NOTARIZED Subscribed and sworn to before me this the **NOTARY SEAL** Signature of Notary Public of _____County State of

My Commission Expires:

DEBARMENT CERTIFICATION

Conditions for certification:

- The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.
- 2. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
- 3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
- 4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR* 1273) provided by the Department, without subsequent modification, in all lower tier covered transactions.
- 5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
- 6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

Check here if an explanation is attached to this certification.

SUBSTITUTE FORM W-9 VENDOR REGISTRATION FORM NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment. To avoid this 20% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

INDIVIDUAL AND SOLE PROPRIETOR: ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD

3.

CORPORATION OR PARTNERSHIP	: ENTER YOUR LEGAL B	USINESS NAME		
NAME:				
MAILING ADDRESS: STREET/PO	вох:			
CITY, STATE, ZIP:				
DBA / TRADE NAME (IF APPLICAE	 BLE):			_
BUSINESS DESIGNATI	ON: □IND	IVIDUAL (use	□SOLE PROPRIETER (u	ise SS No. or Fed ID
	□CORPORATION (us	se Federal ID No.)	□PARTNERSHIP (use I	Federal ID No.)
		- F. I	☐STATE OR LOCAL GO	VT. (use Federal ID
	□ESTATE/TRUST (us	se Federal ID no.)	No.)	
	□OTHER / SPECIFY	-		
SOCIAL SECURITY NO.				_ (Social Security #)
FED.EMPLOYER IDENTIFICATION	NO			_ (Employer Identification
COMPLETE THIS SECTION IF PAY	MENTS ARE MADE TO	AN ADDRESS OT	HER THAN THE ONE LIST	ED ABOVE:
REMIT TO ADDRESS: STREET / P	O BOX:			
CITY, STATE, ZIP:				
the vendor registration process and its sole the answer that best fits your firm's group of What is your firm's ethnicity? (Prefer No.	lefinition.		_	
□Hispanic American, □Asian-Indian	American, □Other: —)	
What is your firm's gender? (□Prefer N	ot to Answer,□ Male, □Fema	ale) Disabled-Owne	d Business? (□Prefer Not to A	nswer, □Yes,□ No)
IRS Certification Juder penalties of perjury, I certify that: The number shown on this form is my correct am not subject to backup withholding becaution withholding as a result of a failure to report all am a U.S. person (including a U.S. resident	ise: (a) I am exempt from back I interest or dividends, or (c) the			
The IRS does not require your obackup withholding. For compleadef/fw9.pdf.				
NAME (Print or Type)		TITLE (Print	or Type)	
SIGNATURE		DATE	PHONE NUMBER	

To avoid payment delays, completed forms should be returned promptly to your local DOT office.

State of North Carolina Department of Transportation Subcontractor Payment Information

	Submit with Invoice To:	District Engineer North Carolina Department of Transportation Division 6 / District 2 P.O. Box 1150 Fayetteville, NC 28302				
	Firm Invoice No. NC DOT PO / Contract Number WBS No. (State Project Date of Invoice					
Invoice Line Item Reference	Payer Name	Payer Federal Taxld	Subcontractor/ Subconsultant/ Material Supplier Name	Subcontractor/ Subconsultant/ Material Supplier Federal Tax Id	Amount Paid To Subcontractor/ Subconsultant/ Material Supplier This Invoice	Date Paid To Subcontractor/ Subconsultant/ Material This Invoice
Certificatio	ocuments are scanned into the NCDOT In of Firm this information accurately reflects a ors/ Subconsultants/Material Supp	actual payments n	Total Am	nount Paid to Sub s the payments we		\$
	Signature			Title [
	Print Name			Date		



North Carolina Department of Transportation DIVISION CONTRACT BID FORM

Work Order Numbers: 6.102611, 6.202611, 6.202621 & 6.102631

State Road Numbers:

Varies

Counties:

Cumberland

LINE	ITEM	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
10	0000910000-N	SP	Tractor A-boom Mowing (Two Tractors with a Shadow Vehicle)	1500	Hour		

The Contractor shall note that the quantities shown on this page are used <u>only</u> for determining the low responsible bidder.

TOTAL BID FOR PROJECT :				
CONTRACTOR				
ADDRESS				
Federal Identification Number	_Contractors License Number			
Authorized Agent	_Title			
Signature	Date			
Witness_	Title			
Signature	Date			
THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2012. Reviewed by (date) Division Proposals Engineer Accepted by				
NCDOT	(date)			